

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Burson-Marsteller 230 Park Avenue South New York, NY 10003	2. Registration No. 2469
3. Name of foreign principal The Lisbon Stock Exchange Association	4. Principal address of foreign principal Edificio da Bolsa R Soeiro Pereira Gomes 1600 Lisboa Portugal

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☒ Association

☐ Other (specify)

☐ Individual—State his nationality

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INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

N/A

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

N/A

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

The Lisbon Stock Exchange is a civil non-profit organization composed of members of the Exchange. The Association is charged with managing and operating the Exchange, as well as promote its growth and development.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

The Lisbon Stock Exchange is owned, controlled and financed by members of the Exchange.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A

28 Mar 1996

Name and Title

Joshua B. Tulgan  
Client Executive

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Burson-Marsteller	Lisbon Stock Exchange Association

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

Registrant has been retained by Informacao Financeira, LDA., or INFORFI, a Lisbon-based public relations agency, on behalf of the Lisbon Stock Exchange.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

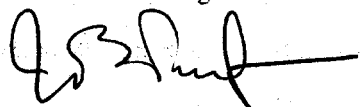
Registrant will provide counsel, advice and assistance with regard to public relations, as needed.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide counsel, advice and assistance with regard to public relations, as needed.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
20 Mar 96	Joshua B. Tulgan Client Executive	

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**FAX**

Data: 27-03-96

Número de páginas incluindo esta folha  
introdutória: 01

Para:

MR. GUS WEILL

Telefone:

Fax: 001 212 598 5470

CC:

De:

JAIME ANTUNES

Telefone: 351.1.716 64 93

Fax: 351.1.716 66 20

COMENTÁRIOS:

☐ Urgente

☐ Para sua revisão

☐ Responder com  
urgência

☐ Favor comentar

Dear Mr. Gus Weill

Inciose, please find the signed agreement for the organization of the events for Lisbon Stock Exchange in USA.

We would appreciate if you could send us by fax your nr. account and Bank, so we can transfer the amount as agreed for this moment, because it's faster and we are already a little late.

We don't still have the other curricula. I hope to get them today.

About english language, there's no problem, everybody speaks and understands.

Once more, thanking your collaboration, we are,

*Antonieta Mota*

Antonieta Mota

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**Burson-Marsteller**

230 Park Avenue South  
New York, NY 10003-1566  
212 614 4000

March 22, 1996

Mr. Jaime Antunes  
Infori  
INFORMACAO FINANCEIRA, LDA.  
Re: Lisbon Stock Exchange  
Edificio Terracos de S. Paulo  
Azinhaga da Torre do Fato  
7 B 1°  
1600 Financeira, LDA  
Lisbon, Portugal

Dear Mr. Antunes:

This letter will confirm the agreement entered into by and between Informacao Financeira, LDA. ("Agent") on behalf of its Client Lisbon Stock Exchange ("Client") and Burson-Marsteller ("B-M") pursuant to which B-M will provide public relations services described below to Client for Media Events (the "Project"). The following terms and conditions shall apply to this Agreement.

1. **SERVICES**

B-M will render the following professional services as requested by Client in connection with the Project:

- Counsel
- Implementation of Boston and New York media events

2. **TERM AND TERMINATION**

- a. The term of this Agreement shall commence as of March 21, 1996 and continue until completion of Project, which is contemplated to be April 20, 1996 unless earlier terminated by either party giving the other ten (10) days' prior written notice. Client shall pay all charges and out-of-pocket/ internal expenses incurred by B-M up to the effective date of such termination.

b. After the effective date of the termination of this Agreement and after payment of all sums due to B-M by Client, all property in B-M's possession belonging to Client pursuant to the terms of Section 4 hereof and all contracts for services and materials entered into by B-M by Client shall be turned over and/or assigned to Client.

### 3. COMPENSATION

a. The cost for the Project including fee, out-of-pocket/internal and incidental expenses shall be US \$35,000 to be paid by the Client as follows:

US \$17,500    March 26, 1996  
US \$17,500    April 15, 1996

The total project cost reflected above does not include any substantial expenses, included but not limited to the cost of media venues.

b. If Client changes the scope of the project, B-M shall submit a revised budget estimate to Client for approval.

c. It is clearly understood and agreed that B-M shall not be liable for any delays or work stoppages due to Client's failure to remit the payments stated above with the time frames specified.

d. All invoices are to be paid in US dollars and are due on or before the due dates specified above.

e. If Client fails to make any payment due to hereunder within thirty (30) days after the same falls due, B-M reserves the right to charge, in addition to the amount due, interest thereon at the prime rate of interest charged by The Chase Manhattan Bank, N.A. as of the due date of such payment.

### 4. OWNERSHIP OF MATERIALS

All slogans and publicity materials submitted to Client by B-M while this Agreement is in effect are as between B-M and Client, the Client's property exclusively (subject to certain third party limited rights, such as licenses), provided that the Client pays for the materials and, before this Agreement is terminated, the Client either uses the

materials at least once or indicates in writing to B-M its intention to use them. Otherwise, these materials are as between B-M and Client. B-M's property exclusively.

## 5. INDEMNIFICATION

a. Client's Responsibility. Client is responsible for the accuracy, completeness and propriety of information that it provides to B-M concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by B-M under this Agreement to confirm that all representations, direct or implied, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors.

Client will indemnify and hold B-M harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees, that B-M may incur or be liable for arising out of or in connection with any of the following:

- o any publicity or other materials prepared or placed by B-M for Client, or other service performed by B-M for Client;
- o any alleged or actual defects in Client's products or services (including, without limitation, any claim for bodily injury or death); or
- o allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party

Client's obligations under this Section 5 include payment for all time charges and expenses (including reasonable attorney's fees) incurred by B-M in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry the response to which Client does not object, served upon B-M or any of its affiliates that relate to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

The terms and conditions of this section shall survive the termination of this Agreement.

b. Burson-Marsteller's Responsibilities. It will be the responsibility of B-M to make certain that the necessary contracts or releases have been obtained with or from those whose name and likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in the materials prepared under this Agreement, and B-M agrees to indemnify the Client against any liabilities and expenses the Client may incur as a result of B-M's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by B-M shall not apply in situations where the Client directly arranges or signs such contracts or release or agreements with third parties nor shall it apply where the claim arises from matters as to which B-M has advised Client of the risks involved and Client has agreed to accept those risks in which cases Client shall indemnify B-M.

c. Use of Information By Third Parties. B-M has no control over information once it has been issued to the media or another third party. B-M cannot assure the use of any material by any medium - print or electronic, nor the accuracy of what any third party publishes.

#### 6. WARRANTY

Agent represents and warrants that they have full power and authority to enter into and bind Client to the terms of this Agreement.

#### 7. AGENCY/CLIENT

In purchasing materials or services on Client's behalf, B-M will be acting as Client's agent, and all orders placed and contracts entered into by B-M for such purposes with its suppliers and other persons may so state.

#### 8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in writing signed by the party to be charged.

#### 9. CONSTRUCTION

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


**10. TITLES**

Titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

B-M and Client indicate their acceptance of this Agreement by having their respective duly authorized representatives sign in the spaces provided below.

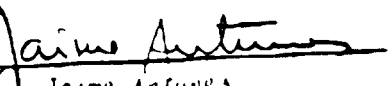
Very truly yours,

BURSON-MARSTELLER

By:  Date: March 22, 1996  
Gus Weill  
Managing Director  
Executive Vice President

Accepted and Agreed by:

INFORMACAO FINANCEIRA, LDA. ON BEHALF OF ITS CLIENT LISBON  
STOCK EXCHANGE

By:  Date: March 22, 1996  
Title: Jaime Antunes  
Manager